

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORE SCIENTIFIC, INC.		05/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILVERPEAK CREDIT PARTNERS LP		
Street Address:	40 W 57TH STREET		
Internal Address:	29 FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5929809	HONEYMINER	
Serial Number:	88571825	AI LABS: CORE'S CLOUD FOR DATA SCIENTIST	
Serial Number:	87944149	C CORE SCIENTIFIC	
Serial Number:	88191911	BORN OF THE BLOCKCHAIN, INSPIRED BY AI	
Serial Number:	87944146	C CORE SCIENTIFIC	
Serial Number:	87944145	C	
Serial Number:	87944144	CORE SCIENTIFIC	
Serial Number:	87944148	C CORE SCIENTIFIC INFRASTRUCTURE & TECHN	
Serial Number:	88191906	MINDER	
Serial Number:	88191909	MINDEROS	
Serial Number:	88531490	MINDERSHELL	
Serial Number:	88613142	MINDER SATELLITE	
Serial Number:	87936919	FLUXPOOL	
Serial Number:	87928260	FLUXHOST	
Serial Number:	87912554	MINECO	
Serial Number:	87712647	MINECO	
Serial Number:	88698839	MINDER DEEPMINE	
Serial Number:	88698846	MINDER DEEPINFRA	

OP \$515.00 5929809

Property Type	Number	Word Mark
Serial Number:	88803051	PLEXUS
Serial Number:	88698829	MINDER TERMINAL

CORRESPONDENCE DATA

Fax Number: 2125215450

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-549-4195

Email: cnye@reedsmith.com

Correspondent Name: PETER EMMI, REED SMITH LLP

Address Line 1: 599 Lexington Avenue

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	PETER EMMI
SIGNATURE:	/Peter Emmi/
DATE SIGNED:	05/21/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”) is made as of May 19, 2020, by and among **CORE SCIENTIFIC, INC.**, a Delaware corporation (the “Grantor”) and **SILVERPEAK CREDIT PARTNERS LP**, a Delaware limited partnership (“Silverpeak”), as collateral agent for the Lenders as defined below (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, CORE SCIENTIFIC, INC., a Delaware corporation, as borrower (the “Borrower”), and certain subsidiaries of the Borrower party thereto (the Borrower together with the other Subsidiaries thereafter designated as Guarantors pursuant to Section 5.10 of the Credit Agreement, each a “Loan Party” and, collectively the “Loan Parties”), the lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and the Collateral Agent, have entered into a Credit and Guaranty Agreement, dated as of May 19, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Loan Parties, including the Grantor, have entered into a Security Agreement, dated as of May 19, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantors hereby pledge, collaterally assign and transfer to the Collateral Agent, and hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks and Trademark Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks and the Trademark Licenses referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any Excluded Assets.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks or Trademark Licenses or renewal or extension of any Trademark registration. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights or Trademark Licenses of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CORE SCIENTIFIC, INC.,
a Delaware corporation

By: 
Name: Bill Humes
Title: Chief Financial Officer

COLLATERAL AGENT:

SILVERPEAK CREDIT PARTNERS, LP,
as Collateral Agent

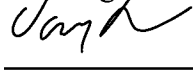
By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006943 FRAME: 0802

COLLATERAL AGENT:

SILVERPEAK CREDIT PARTNERS LP,
as Collateral Agent

By: 

Name: Vaibhav Kumar

Title: Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006943 FRAME: 0803

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[attached]

Registered Trademarks

Registered Owner	Name of Grantor	Mark	Jurisdiction	Registration No.	Registration Date	Filing Date
Core Scientific, Inc.	Core Scientific, Inc.	HONEYMINER	USA	5929809	12/10/2019	4/10/2018

Pending Trademark Applications

Owner	Description	Jurisdiction	Registration or Application No.	Registration or Application Date
Core Scientific, Inc.	AI Labs: Core's Cloud for Data Scientist	USA	88571825	Aug 8, 2019
Core Scientific, Inc.	C Core Scientific Side-By-Side Logo (inline)	USA	87944149	Apr 23, 2019
Core Scientific, Inc.	Born of the Blockchain, Inspired by AI	USA	88191911	Nov 13, 2018
Core Scientific, Inc.	C Core Scientific Stack Logo (stacked)	USA	87944146	Apr 16, 2019
Core Scientific, Inc.	C Logo (CL 9, 37 & 42)	USA	87944145	Apr 16, 2019
Core Scientific, Inc.	Core Scientific (CL 9, 37 & 42)	USA	87944144	Apr 16, 2019
Core Scientific, Inc.	Core Scientific Infrastructure & Technology and Design	USA	87944148	Apr 23, 2019
Core Scientific, Inc.	Minder	USA	88191906	May 28, 2019
Core Scientific, Inc.	MinderOS	USA	88191909	May 28, 2019
Core Scientific, Inc.	MinderShell	USA	88531490	Jul 23, 2019
Core Scientific, Inc.	Minder Satellite	USA	88613142	Sep 11, 2019
Core Scientific, Inc.	Fluxpool (Abandoned)	USA	87936919	May 25, 2018
Core Scientific, Inc.	Fluxhost (Abandoned)	USA	87928260	May 18, 2018
Core Scientific, Inc.	Mineco (standard word mark) (Abandoned)	USA	87912554	May 8, 2018
Core Scientific, Inc.	Mineco (blue) (Abandoned)	USA	87712647	May 8, 2018
Core Scientific, Inc.	MINDER TERMINAL	USA	88698829	Dec 10, 2019
Core Scientific, Inc.	MINDER DEEPMINE	USA	88698839	Nov 19, 2019
Core Scientific, Inc.	MINDER DEEPINFRA	USA	88698846	Nov 19, 2019
Core Scientific, Inc.	PLEXUS	USA	88803051	Feb 19, 2020